



PECAN BEND
DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

THAT, PROMISE GROUND, LLC (THE "DEVELOPER"), BEING THE OWNER IN FEE SIMPLE OF THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN WAGONER COUNTY, STATE OF OKLAHOMA, TO WIT:

A TRACT OF LAND BEING A PART OF THE NORTH HALF (N/2) OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 32, T-18-N, R-15-E OF THE INDIAN BASE AND MERIDIAN (I.B. & M.), WAGONER COUNTY, OKLAHOMA ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF. SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTH HALF (N/2) OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 32, T-18-N, R-15-E OF THE INDIAN BASE AND MERIDIAN (I.B. & M.), WAGONER COUNTY, OKLAHOMA;
THENCE S 00°00'00" W ALONG THE WESTERLY LINE THEREOF FOR A DISTANCE OF 327.21 FEET;
THENCE N 89°58'11" E AND PARALLEL WITH THE NORTHERLY LINE OF THE N/2 OF THE SW/4 OF SAID SECTION 32 FOR A DISTANCE OF 261.36 FEET TO THE POINT OF BEGINNING;
THENCE N 00°00'02" E FOR A DISTANCE OF 327.21 FEET TO A POINT ON THE NORTHERLY LINE OF SAID N/2 OF THE SW/4, SAID POINT BEING 261.36 WESTERLY OF NORTHWEST CORNER THEREOF;
THENCE N 89°58'11" E ALONG THE NORTHERLY LINE OF SAID N/2 OF THE SW/4 FOR A DISTANCE OF 2,378.73 FEET TO THE NORTHEAST CORNER THEREOF; THENCE S 00°03'53" E ALONG THE EASTERLY LINE OF SAID N/2 OF THE SW/4 FOR A DISTANCE OF 661.31 FEET TO THE SOUTHEAST CORNER OF THE N/2 OF THE SW/4 OF SAID SECTION 32;
THENCE S 89°57'40" W ALONG THE SOUTHERLY LINE OF SAID N/2 OF THE SW/4 FOR A DISTANCE OF 1,794.03 FEET;
THENCE N 00°00'00" W AND PARALLEL WITH THE WESTERLY LINE OF SAID N/2 OF THE SW/4 FOR A DISTANCE OF 306.40 FEET;
THENCE N 90°00'00" W FOR A DISTANCE OF 403.71 FEET;
THENCE N 56°35'05" W FOR A DISTANCE OF 50.36 FEET;
THENCE S 89°58'11" W FOR A DISTANCE OF 139.70 FEET TO THE POINT OF BEGINNING.
THE BASIS OF BEARINGS FOR THE DESCRIBED TRACT OF LAND IS THE ASSUMED BEARING OF N 00°00'00" E ALONG THE WESTERLY LINE OF THE SOUTHWEST QUARTER (SW/4) OF SAID SECTION 32, T-18-N, R-15-E OF THE INDIAN BASE AND MERIDIAN (I.B. & M.), WAGONER COUNTY, OKLAHOMA.

SAID TRACT CONTAINS 1,389,802 SQUARE FEET OR 31.91 ACRES MORE OR LESS.
HAS CAUSED SAID REAL ESTATE TO BE SURVEYED, STAKED, AND PLATTED INTO LOTS, BLOCKS, STREETS AND RESERVE AREAS, AND HAS DESIGNATED THE SAME AS "PECAN BEND", AN ADDITION TO THE COUNTY OF WAGONER, STATE OF OKLAHOMA.

SECTION I.
STREETS, EASEMENTS AND UTILITIES

A. PRIVATE STREET EASEMENTS AND UTILITY EASEMENTS.
THE DEVELOPER DOES FURTHER DEDICATE THE PRIVATE STREET EASEMENTS AND THE PUBLIC UTILITY EASEMENTS AS SHOWN ON THE ATTACHED PLAT FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REMOVING AND REPLACING ANY AND ALL STREETS AND PUBLIC UTILITIES, INCLUDING STORM SEWER, COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES AND WATER LINES, TOGETHER WITH ALL FITTINGS AND EQUIPMENT FOR EACH OF SUCH FACILITIES, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHT OF INGRESS AND EGRESS TO AND UPON SAID EASEMENTS AND RIGHTS-OF-WAY FOR THE USES AND PURPOSES AFORESAID, PROVIDED, HOWEVER, THAT THE DEVELOPER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RELAY WATER LINES TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS TO, OVER, ACROSS AND ALONG THE STREET EASEMENTS SHOWN ON THE PLAT FOR THE PURPOSE OF FURNISHING WATER SERVICE TO THE AREA INCLUDED IN SAID PLAT AND THE ADJACENT PROPERTY (HEREINAFTER DEFINED).

THE LOT OWNER AGREES THAT NO BUILDING, STRUCTURE, OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT WILL INTERFERE WITH THE (EASEMENT) PURPOSES AFORESAID, WILL BE PLACED, ERECTED, INSTALLED, OR PERMITTED UPON THE EASEMENTS OR RIGHTS OF WAY AS SHOWN ON THE PLAT.

THE LOT OWNER SHALL BE RESPONSIBLE FOR THE REPAIR AND PLACEMENT OF ANY LANDSCAPING AND PAVING LOCATED WITHIN THE UTILITY EASEMENTS IN THE EVENT IT IS NECESSARY TO REPAIR ANY UNDERGROUND WATER MAINS, ELECTRIC, NATURAL GAS, COMMUNICATIONS OR TELEPHONE SERVICE.

B. UNDERGROUND ELECTRIC AND COMMUNICATION SERVICES

1. OVERHEAD POLE LINES FOR THE SUPPLY OF ELECTRIC AND COMMUNICATIONS SERVICE ARE NOT ALLOWED. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE AND ELSEWHERE THROUGHOUT SAID ADDITION ALL SUPPLY LINES SHALL BE LOCATED UNDERGROUND, IN THE EASEMENT WAYS RESERVED FOR GENERAL UTILITY SERVICES AND STREETS, AS SHOWN ON ATTACHED PLAT. ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENT WAYS DEDICATED FOR GENERAL UTILITY SERVICES AS DEPICTED ON THE ACCOMPANYING PLAT.

2. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE ADDITION MAY BE RUN FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON THE LOT, PROVIDED THAT UPON THE INSTALLATION OF A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITE, PERMANENT, EFFECTIVE AND NON-EXCLUSIVE RIGHT OF WAY EASEMENT ON THE LOT, COVERING A FIVE-FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE OR LINE EXTENDING FROM THE GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.

3. THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICES, THROUGH ITS PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL SUCH EASEMENTS WAYS SHOWN ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES SO INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

4. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON HIS LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. EACH SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.

5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY EACH SUPPLIER OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

C. WATER AND SEWER SERVICES.

1. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS LOCATED ON OR IN THIS LOT.

2. WITHIN THE DEPICTED UTILITY EASEMENT AREAS, THE ALTERATION OF GRADE IN EXCESS OF THREE (3) FEET FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER OR SEWER MAIN OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH PUBLIC WATER MAINS SHALL BE PROHIBITED.

3. THE WAGONER COUNTY RURAL WATER DISTRICT #4 OR ITS SUCCESSORS SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS BUT THE OWNER OF EACH LOT SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF SUCH OWNER, HIS AGENTS OR CONTRACTORS.

4. THE COUNTY OF WAGONER OR ITS SUCCESSORS, THROUGH ITS PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO ALL SUCH EASEMENTS SHOWN ON SAID PLAT OR PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF SAID UNDERGROUND WATER FACILITIES.

5. THE OWNER OF A LOT SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING AND PAVING OCCASIONED BY NECESSARY MAINTENANCE OR REPAIR OF THE PUBLIC WATER FACILITIES WITHIN THE EASEMENT AREAS SITUATED UPON SUCH OWNER'S LOT; PROVIDED, HOWEVER, THE COUNTY OF WAGONER SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

6. THE FOREGOING COVENANTS CONCERNING WATER FACILITIES SHALL BE ENFORCEABLE BY THE COUNTY OF WAGONER, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

D. GAS SERVICE

1. THE SUPPLIER OF GAS SERVICE THROUGH ITS AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL SUCH EASEMENTS SHOWN ON THE PLAT OR AS PROVIDED FOR IN THIS CERTIFICATE OF DEDICATION FOR THE PURPOSE OF INSTALLING, REMOVING, REPAIRING, REPLACING ANY PORTION OF THE FACILITIES INSTALLED BY THE SUPPLIER OF GAS SERVICE.

2. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED IN THEIR LOT AND SHALL PREVENT THE ALTERATION OF GRADE, OR ANY OTHER CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE GAS SERVICE. THE SUPPLIER OF GAS SERVICE SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF SAID FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION CAUSED OR NECESSITATED BY ACTS OF THE OWNER, OR HIS AGENTS OR CONTRACTORS.

3. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

E. LIMITS OF NO ACCESS

THE DEVELOPER RELINQUISHES RIGHTS OF VEHICULAR INGRESS AND EGRESS OVER, THROUGH OR ACROSS ANY AREA DESIGNATED ON THE ATTACHED PLAT AS L.N.A. (LIMITS OF NO ACCESS). THESE LIMITS OF NO ACCESS MAY BE AMENDED OR RELEASED BY THE COUNTY OF WAGONER, ITS AGENTS, SUCCESSORS OR ASSIGNS, OR AS OTHERWISE PROVIDED BY LAW.

SECTION II
RESTRICTIONS AND COVENANTS

FOR THE PURPOSE OF PROVIDING AN ORDERLY DEVELOPMENT OF THE SUBDIVISION, AND FOR THE PURPOSE OF MAINTAINING CONFORMITY OF THE IMPROVEMENTS THEREIN, THE FOLLOWING RESTRICTIONS AND COVENANTS ARE HEREBY IMPOSED UPON THE USE AND OCCUPANCY OF THE LOTS WITHIN THE SUBDIVISION. THESE COVENANTS SHALL RUN WITH THE LAND AND SHALL BE BINDING ON ALL PERSONS CLAIMING UNDER THEM, FOR A PERIOD OF TWENTY-FIVE (25) YEARS FROM THE DATE HEREOF, AFTER WHICH TIME THE SAME SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS, UNLESS AN INSTRUMENT, SIGNED BY A MAJORITY OF THE FIFTEEN (15) LOT OWNERS AGREEING TO CHANGE SUCH COVENANTS, IN WHOLE OR IN PART, PLACED ON RECORD. THESE COVENANTS ARE ENFORCEABLE BY ANY PERSON OR PERSONS OWNING LOTS IN THE SUBDIVISION, BY APPROPRIATE ACTION AT LAW OR EQUITY TO RESTRAIN VIOLATIONS. INVALIDATIONS OF ANY PROVISIONS SHALL IN NO WAY AFFECT THE VALIDITY OF THE OTHER PROVISIONS HEREIN CONTAINED.

1. ALL OWNERS OF A LOT IN PECAN BEND SHALL BE OBLIGATED TO PAY ANNUAL DUES INITIALLY ON EACH LOT OWNED OF \$400.00 PER YEAR, TO BE USED FOR IMPROVEMENTS AND/OR EXPENSES INCURRED AFTER COMPLETION OF THE DEVELOPMENT. SAID DUES SHALL BE COLLECTED BY THE DEVELOPER OR A MANDATORY HOMEOWNERS ASSOCIATION AND SHALL BE USED OR PUT IN ESCROW FOR FUTURE MAINTENANCE. EACH YEAR A REPORT WILL BE GIVEN TO LOT OWNERS OF DUES COLLECTED AND EXPENSES INCURRED. FAILURE TO PAY SAID DUES SHALL CONSTITUTE A LIEN TO BE FILED AGAINST SAID LOT NOT PAYING DUES. SHOULD EXPENSES EXCEED THE ANNUAL INCOME FROM DUES, A MAJORITY OF THE LOT OWNERS MAY VOTE TO INCREASE THE DUES OF THE ASSOCIATION AND THEY SHALL BE THE MINIMUM AMOUNT NECESSARY TO MAINTAIN AND SUPPORT COMMON AREAS OF INTEREST TO THE LOT OWNERS.

2. A BUILDING COMMITTEE IS HEREBY FORMED AND SHALL APPROVE ALL PLANS AND LOCATION FOR ANY STRUCTURE TO BE BUILT ON ANY LOT AND SHALL ALSO BE RESPONSIBLE FOR INTERPRETING THE DEVELOPMENT CONSTRUCTION STANDARDS CONTAINED HEREIN. THE BUILDING COMMITTEE IS COMPOSED OF ADAM AND MELISSA DORSEY OF PROMISE GROUND, LLC, OR HEIRS.

3. ALL LOTS AT PECAN BEND SHALL BE FOR A SINGLE-FAMILY RESIDENTIAL USE ONLY AND SHALL COMPLY WITH THE DEVELOPMENT STANDARDS OF RESIDENTIAL ZONING DISTRICT AG. NO BUILDING OR OTHER STRUCTURE SHALL BE ERECTED, PLACED OR PERMITTED TO REMAIN ON ANY LOT OTHER THAN ONE SINGLE-FAMILY RESIDENTIAL DWELLING WITH A GARAGE FOR NOT LESS THAN 3 CARS, UNLESS APPROVED IN WRITING BY THE BUILDING COMMITTEE. ALL HOMES WITHIN PECAN BEND WILL BE OF A TRADITIONAL STYLE. NO BARN STYLE HOMES OR ARCHITECTURALLY OUT OF THE ORDINARY HOMES WILL BE ALLOWED.

4. OUTBUILDINGS ARE ALLOWED AND SHALL NOT EXCEED 2,750 SQUARE FEET. OUTBUILDINGS SHALL BE OF THE SAME GENERAL CONSTRUCTION AS THE MAIN RESIDENCE (ROOF AND WALLS), EMPLOYING THE SAME TYPE OF CONSTRUCTION MATERIALS USED IN THE MAIN RESIDENCE AND SHALL BE APPROVED BY THE BUILDING COMMITTEE OR DEVELOPER. ALL BUILDINGS WILL HAVE CONCRETE OR ASPHALT DRIVEWAYS AND APPROACHES. PORTABLE BUILDINGS ARE NOT ALLOWED. EXISTING OR TEMPORARY STRUCTURE CANNOT BE PLACED ON ANY LOT. POLE BARN STRUCTURES ARE NOT ALLOWED. THE BUILDING COMMITTEE MAY APPROVE ANY LARGER BUILDING. PRE ENGINEERED METAL BUILDING FACING WALL WILL BE 100% BRICK/STONE/STUCCO. THE SIDE FACING WALLS SHALL HAVE A MINIMUM OF 42" WAINSCOT STONE OR BRICK. ROOFGUTTERS AND GABLES AND SOFFITS SHALL BE OF THE SAME COLOR. WALLS, CORNERS, DOWNSPOUTS AND TRIMS SHALL BE ALL OF THE SAME COLOR. OVERHANGS SHALL BE 2" WITH FLAT SOFFITS (1/2 PANEL). ROOF PITCH MINIMUM 4:12 PITCH. ROOF AND WALL PANELS SHALL BE 26 GAUGE MINIMUM. WALLS WILL CONSIST OF ARTESIAN, SHADOW, CONCEALED FASTENER PANELS. COLORS WILL BE OF DARK EARTH TONES ONLY. NO CONTRASTING COLORS FROM MAIN RESIDENCE. ALL BUILDINGS AND COLORS WILL BE APPROVED BY BUILDING COMMITTEE DEVELOPER. EAVE HEIGHTS SHALL NOT EXCEED 12 FEET.

5. NO BUILDING, RESIDENCES, FENCES, RETAINING WALL OR OTHER TYPE OF IMPROVEMENT, SHALL BE STARTED ON ANY LOT UNTIL THE BUILDING COMMITTEE HAS APPROVED THE PLANS AND SPECIFICATIONS.

6. NO ABOVE GROUND POOLS SHALL BE ALLOWED. ONLY BELOW GROUND POOLS WILL BE PERMITTED AND MUST BE CONSTRUCTED BEHIND REAR BUILDING LINE OF RESIDENCE.

7. SAFE ROOMS OR SHELTERS MUST BE CONSTRUCTED WITHIN THE INTERIOR OF THE RESIDENCE AND ONLY HAVE ACCESS FROM INTERIOR OF RESIDENCE.

8. NO LOT THEREIN CONTAINED MAY BE SUBDIVIDED, SPLIT, ALTERED OR CHANGED IN ANY WAY FOR THE PURPOSES OF ACCOMMODATING TWO OR MORE SEPARATE OWNERS OR DWELLINGS.

9. EACH LOT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM PRIVATE STREETS AND EASEMENTS.

10. NO RESIDENTIAL STRUCTURE SHALL BE ERECTED ON ANY LOT WITH LESS THAN 3,000 SQUARE FEET OF LIVING SPACE, EXCLUSIVE OF A 3-CAR GARAGE, ATTIC STORAGE AND PORCHES. ONE AND ONE-HALF OR TWO STORY DWELLINGS WILL NOT HAVE LESS THAN 2,400 SQUARE OF GROUND FLOOR AREA AND 600 SQUARE FEET ON THE SECOND FLOOR. THE COMPUTATION OF LIVING AREA SHALL NOT INCLUDE ANY BASEMENT OR ATTIC AREA FOR STORAGE. A LIVING AREA MEASUREMENT SHALL BE TAKEN HORIZONTALLY AT THE TOP PLATE TO THE FACE OF THE OUTER WALL. ALL LIVING AREA MUST AVERAGE AT LEAST 7 FEET 6 INCHES IN HEIGHT, EXCEPT THAT THE HEIGHT OF THE SECOND OR UPPER STORY CEILING SHALL BE 7 FEET 6 INCHES FOR AT LEAST ONE-HALF OF THE REQUIRED LIVING AREA. THAT AREA WITH LESS THAN 5 FEET CLEAR HEADROOM SHALL NOT BE INCLUDED IN COMPUTING REQUIRED LIVING AREA.

11. NO FENCES OR WALL MAY BE ERECTED ON ANY HOME SITE UNTIL THE PLANS, SPECIFICATIONS AND DESIGN THEREOF HAVE BEEN APPROVED BY THE BUILDING COMMITTEE. FENCING IS NOT PERMITTED FORWARD OF THE FRONT BUILDING SETBACK LINE:

ACCEPTABLE FENCING:

A. LARGE AREA FENCING INCLUDES WROUGHT IRON (BLACK OR BRONZE) OR 2-RAIL VINYL COATED (BLACK) CHAIN LINK THAT SHALL NOT EXCEED FIVE FEET (5') IN HEIGHT. NO WOOD PRIVACY FENCING.

B. SMALL AREA FENCING (FOR PETS) INCLUDE WROUGHT IRON (BLACK OR BRONZE) OR 2-RAIL VINYL COATED (BLACK) CHAIN LINK THAT SHALL NOT EXCEED 6 FEET (6') IN HEIGHT AND MUST BE CONSTRUCTED BEHIND THE REAR BUILDING LINE OF THE RESIDENCE. PORTABLE DOG PENS ARE NOT ALLOWED.

C. A WOOD PRIVACY FENCE, FOR OBSCURING MAINTENANCE EQUIPMENT AND MATERIALS FROM STREET VIEW, SHALL HAVE ALL FOUR SIDES AND SHALL NOT EXCEED SIX FEET (6') IN HEIGHT AND TEN FEET (10') IN WIDTH, AND MUST BE CONSTRUCTED BEHIND REAR BUILDING LINE OF RESIDENCE.

D. WOOD FENCES (UPON APPROVAL) MUST HAVE TOP TRIM BOARD, AND KEPT OIL/STAINED/PAINTED.

E. FENCING CANNOT IMPEDE WATER FLOW ACROSS ANY LOT.

F. PRIVACY FENCING WILL BE ALLOWED TO OBSCURE POOL AREAS, UPON APPROVAL.

12. NO GARAGE DOOR SHALL BE LEFT OPEN FOR AN UNREASONABLE TIME PERIOD.

13. NO RESIDENTIAL STRUCTURE SHALL BE ERECTED OR MAINTAINED NEAR TO THE FRONT OR SIDE STREET LINES THAN THE BUILDING SET BACK LINES. NO SIDE YARD BUILDING LINE SHOULD BE LESS THAN 20 FEET ON EACH SIDE OF A HOUSE, EXCEPT AS RESTRICTED BY EASEMENTS AND BUILDING LINES. UNLESS APPROVED BY ARCHITECTURAL COMMITTEE.

14. ALL EXTERIOR WALLS RESIDENTIAL AND GARAGE CONSTRUCTION SHALL CONTAIN AT LEAST 75% ROCK, BRICK, OR STUCCO, EXCLUSIVE OF WINDOWS AND DOORS, AND COVERED PORCHES AND PATIOS, TO THE FIRST FLOOR PLATE LINE. NO ALUMINUM, PLASTIC, VINYL SIDING, OR CONCRETE BLOCK OF ANY SORT SHALL BE ALLOWED.

15. SEPTIC OR AEROBIC SYSTEMS MUST BE IN ACCORDANCE WITH REQUIREMENTS SET FORTH BY DEQ, AND SHALL BE PRIVATELY MAINTAINED.

16. NO TRADE, BUSINESSES OR OTHER NOXIOUS OR OFFENSIVE ACTIVITY SHALL BE PERMITTED NOR SHALL ANYTHING BE DONE THEREON WHICH IS OR MAY BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD. A PROFESSIONAL OFFICE SHALL BE ALLOWED INSIDE PRIMARY DWELLING, HOWEVER, SAID OFFICE SHALL NOT CREATE UNDUE HEAVY TRAFFIC OR PARKING AT RESIDENCE AND NO SIGNAGE ADVERTISING BUSINESS SHALL BE PERMITTED OTHER THAN THE INITIAL SALES OFFICE FOR THE MODEL HOME.

17. NO LOT SHALL BE PERMITTED TO BECOME IN AN UNSIGHTLY OR "JUNK" CONDITION, NOR SHALL ANY JUNK OR TRASH BE ALLOWED TO ACCUMULATE THEREON. NO VEHICLES ARE TO BE PARKED OR STORED ON GRASS AREAS. NO INOPERATIVE OR UNUSUAL AMOUNT OF VEHICLES MAY BE KEPT AT A LOT IN THE SUBDIVISION.

18. NO ANIMALS OR FOWLS SHALL BE KEPT OR PERMITTED TO REMAIN UPON ANY TRACT IN THE ADDITION EXCEPT DOMESTIC AND HOUSEHOLD PETS, PROVIDED ANY SUCH PETS ARE NOT KEPT, BRED OR MAINTAINED FOR ANY COMMERCIAL PURPOSES. NO MORE THAN FOUR OF ANY KIND OF ANIMAL IS ALLOWED. ALL SUCH ANIMALS OR PETS MUST BE RESTRICTIVE TO THEIR LOT AND NOT BE ALLOWED TO ROAM SUBDIVISION.

19. NO TRAILER, TENT, BASEMENT ONLY, SHACK GARAGE OR OTHER BUILDING PREVIOUSLY ERECTED SHALL AT ANY TIME BE USED AS A RESIDENCE, TEMPORARILY OR PERMANENT.

20. NO BOATS, TRAILERS, CAMPERS (MOBILE OR OTHERWISE) OR RECREATIONAL EQUIPMENT SHALL BE STORED ON ANY LOT UNLESS ENCLOSED IN GARAGE OR SCREENED FORM VIEW FROM ANY DIRECTION. RECREATIONAL VEHICLES MAY BE PARKED ON PRIMARY DRIVEWAYS NOT LONGER THAN A PERIOD OF SEVENTY-TWO (72) HOURS.

21. NO INOPERATIVE VEHICLES OR MACHINERY SHALL BE STORED OR PARKED ON ANY LOT AND EACH LOT SHALL BE KEPT FREE FROM WEEDS, BRUSH, HIGH GRASS, TRASH AND RUBBISH, AND SHALL NOT BE PERMITTED TO ACCUMULATE UPON ANY LOT.

22. NO ADVERTISING SIGN OR STRUCTURE SHALL BE ERECTED, PLACED OR MAINTAINED ON ANY LOT, EXCEPT ONE SIGN OF NOT MORE THAN FIVE SQUARE FEET ADVERTISING THE PROPERTY FOR SALE, AND SIGN ERECTED BY OWNER BUILDER, OR DEVELOPER TO ADVERTISE THE DEVELOPMENT OR PARTICULAR PROPERTY DURING THE CONSTRUCTION AND SALE PERIOD. SUCH SIGNS MUST BE ON PRIVATE PROPERTY AND NOT IN THE STREET RIGHT OF WAY. HOWEVER, A MODEL HOME AND SALES OFFICE FOR THE DEVELOPER SHALL BE PERMITTED UNTIL THE DEVELOPMENT IS SOLD OUT.

23. NO TRASH RECEPTACLES ARE TO BE VISIBLE FROM THE STREET OF ANY RESIDENCE AND SHALL BE ENCLOSED WITH PRIVACY FENCING.

24. ROOF REQUIREMENTS AS FOLLOWS:

NO BUILDING SHALL HAVE A ROOF PITCH OF LESS THAN 10/12 EXCEPT THAT A BUILDING MAY HAVE A FLAT ROOF EQUAL TO NO MORE THAN 20% OF THE AREA COVERED BY ALL ROOF SURFACES SUBJECT TO APPROVAL OF THE BUILDING COMMITTEE.

COMPOSITION ROOFING MATERIAL HAVING A TWENTY-FIVE (25) YEAR RATING SHALL BE USED ON ALL HOMES (IE., TAMCO HERITAGE TWO, WEATHERED-WOOD OR EQUAL).

NO SOLAR PANELS OR SIMILAR ITEMS SHALL BE PLACED ON ANY RESIDENCE WITHOUT THE PRIOR, WRITTEN APPROVAL OF THE BUILDING COMMITTEE.

25. NO EXPOSED CLOTHES LINE POLES OR OTHER OUTDOOR DRYING APPARATUS WILL BE PERMITTED ON ANY LOT. NO GARBAGE CANS OR TRASH CANS ARE TO BE VISIBLE FROM STREET. NO EXTERIOR ANTENNAS, INCLUDING BUT NOT LIMITED TO TELEVISION, AND CB RADIO, SHALL BE ERECTED IN PECAN BEND WITHOUT THE APPROVAL OF THE BUILDING COMMITTEE.

26. WALKS OR DRIVEWAYS WILL BE BRICK, CONCRETE, OR ASPHALT EXTENDING TO THE STREET WITH MASONRY HEADWAYS TO MATCH HOUSE. ALL DRIVEWAY ACCESS FROM THE ROAD WILL BE ACROSS AN APPROVED CULVERT, WHOSE SIZE AND DESIGN MUST BE APPROVED BY THE BUILDING COMMITTEE. MAILBOXES WILL BE INCORPORATED INTO THE HEADWALLS. A LIGHT FIXTURE MUST BE INCORPORATED INTO THE HEADWALLS ON EACH SIDE OF THE DRIVEWAY.

SECTION III.
HOMEOWNERS' ASSOCIATION

A. FORMATION OF HOMEOWNERS' ASSOCIATION

THE DEVELOPER HAS CAUSED TO BE FORMED THE PECAN BEND HOMEOWNERS' ASSOCIATION, INC. (HEREINAFTER REFERRED TO AS THE "ASSOCIATION"), A NON-PROFIT CORPORATE ENTITY TO BE ESTABLISHED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, AND TO BE FORMED FOR THE GENERAL PURPOSES OF MAINTAINING THE STREETS AND DRAINAGE SYSTEM AND ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF PECAN BEND.

B. MEMBERSHIP

EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF THE FEE INTEREST OF A LOT IN THE ADDITION SHALL BE A MEMBER OF THE ASSOCIATION, AND MEMBERSHIP SHALL BE APPURTENANT TO AND MAY NOT BE SEPARATED FROM THE OWNERSHIP OF SUCH LOT. THE ACCEPTANCE OF A DEED TO A LOT SHALL CONSTITUTE ACCEPTANCE OF MEMBERSHIP IN THE ASSOCIATION AS OF THE DATE OF ITS INCORPORATION, OR AS OF THE DATE OF RECORDING OF THE DEED, WHICHEVER OCCURS LAST, AND THE OWNER OF EACH AND EVERY LOT AGREES TO ABIDE BY THE RULES AND REGULATIONS OF THE ASSOCIATION.

C. COVENANT FOR ASSESSMENTS

THE DEVELOPER AND EACH SUBSEQUENT OWNER OF A LOT, BY ACCEPTANCE OF A DEED THERETO, IS DEEMED TO COVENANT AND AGREE TO PAY TO THE ASSOCIATION ASSESSMENTS TO BE ESTABLISHED BY THE BOARD OF DIRECTORS OF THE ASSOCIATION IN ACCORDANCE WITH A DECLARATION TO BE EXECUTED AND RECORDED BY THE DEVELOPER PRIOR TO THE CONVEYANCE OF A LOT WITHIN PECAN BEND. AN ASSESSMENT SHALL BE A LIEN ON THE LOT AGAINST WHICH IT IS MADE, BUT THE LIEN SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE.

D. CERTAIN RIGHTS OF THE ASSOCIATION

WITHOUT LIMITATION OF SUCH OTHER POWERS AND RIGHTS AS THE ASSOCIATION MAY HAVE, THE ASSOCIATION SHALL BE DEEMED A BENEFICIARY, TO THE SAME EXTENT AS A LOT OWNER, OF THE VARIOUS COVENANTS SET FORTH WITHIN THIS DOCUMENT, AND SHALL HAVE THE RIGHT TO ENFORCE THE COVENANTS TO THE SAME EXTENT AS A LOT OWNER.

SEVERABILITY

INVALIDATION OF ANY RESTRICTION SET FORTH HEREIN, OR ANY PART THEREOF, BY AN ORDER, JUDGMENT, OR DECREE OF ANY COURT OR OTHERWISE, SHALL NOT INVALIDATE OR AFFECT ANY OF THE OTHER RESTRICTIONS OR ANY PART THEREOF AS SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF: PROMISE GROUND, LLC, HAS CAUSED ITS NAME TO BE AFFIXED, THIS DATE July 16, 2018.

PROMISE GROUND, LLC
BY [Signature]
ADAM DORSEY, MANAGER

STATE OF OKLAHOMA)
) SS.
COUNTY OF WAGONER)

BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 16th DAY OF July, 2018, PERSONALLY APPEARED ADAM DORSEY, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF THE MAKER THEREOF TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SUCH LIMITED LIABILITY COMPANY, GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

[Signature]
MY COMMISSION EXPIRES:

[Signature]
NOTARY PUBLIC



CERTIFICATE OF SURVEY

I, JEFFREY A. TUTTLE, P.E., L.S. OF TULSA, OKLAHOMA, HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, STAKED AND PLATTED THE ABOVE DESCRIBED TRACT, AND THE ACCOMPANYING PLAT IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY.

DATED THIS 16th DAY OF July, 2018.

[Signature]
JEFFREY A. TUTTLE
PROFESSIONAL LAND SURVEYOR

STATE OF OKLAHOMA)
) SS.
COUNTY OF WAGONER) Tulsa

BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 16th DAY OF July, 2018, PERSONALLY APPEARED JEFFREY A. TUTTLE, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

[Signature]
MY COMMISSION EXPIRES:

[Signature]
NOTARY PUBLIC



Certified True Copy
LORI HENDRICKS, COUNTY CLERK
By [Signature]